

1 WILLIAM TAMAYO – #084965 (CA)  
JONATHAN T. PECK – #12303 (VA)  
2 CINDY O'HARA -- #114555 (CA)  
LINDA ORDONIO-DIXON – #172830 (CA)  
3 EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
4 San Francisco District Office  
350 The Embarcadero, Suite 500  
5 San Francisco, California 94105  
Telephone: (415) 625-5622  
6 Facsimile: (415) 625-5657

7 Attorneys for Plaintiff Equal Employment Opportunity Commission

8  
9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 **EQUAL EMPLOYMENT OPPORTUNITY** )  
12 **COMMISSION,** )

13 Plaintiff, )

14 and )

15 **ABDELLATIF HADJI,** )

16 Plaintiff-Intervenor )

17 v. )

18 **ALBION RIVER INN, INC.,** )

19 Defendant. )

Civil Action No. C-06-5356 SI

**STIPULATION AND PROTECTIVE  
ORDER REGARDING PERSONNEL  
FILES**

FRCP 26(c)(1)

20 This Stipulation and Protective Order (“Order”) is entered into between Plaintiff Equal  
21 Employment Opportunity Commission (“EEOC”), Intervener Abdellatif Hadji and Defendant  
22 Albion River Inn, Inc. (“Albion”).

23 The purpose of this Order is to protect against the disclosure of records contained in  
24 employee personnel files which the parties may produce in connection with the prosecution,  
25 defense, or settlement of this action.

26 Subject to the approval of this Court, all parties hereby stipulate to the following  
27 protective order:

- 28 1. During the course of this litigation, the parties may produce records relating to

1 employee personnel files which could potentially contain private and/or confidential information.  
2 Such documents may be stamped, prior to their production, with the word "CONFIDENTIAL"  
3 on every page, which shall make the document and/or the pages thereof subject to this  
4 Stipulation and Protective Order.

5         2. Any document marked "CONFIDENTIAL" shall not be used for any purpose  
6 except in connection with this litigation, including as exhibits in: hearings, motion papers and at  
7 trial.

8         3. Any document marked "CONFIDENTIAL" shall not be delivered or exhibited in  
9 whole or in part except to: (a) the parties in this case; (b) counsel of record for the parties in this  
10 case; (c) persons regularly employed by plaintiff's or defendant's counsel; (d) mediators or other  
11 settlement neutrals; (e) court reporters; (f) expert witnesses and consultants who are assisting  
12 counsel in the preparation of this action for trial; or, (g) witnesses in depositions or at trial.

13         4. Any person to whom delivery or exhibition of such documents is made shall be  
14 subject to the provisions of this stipulation and order. Persons to whom delivery or exhibition of  
15 the confidential documents is made, except for counsel of record for plaintiff or defendant, will  
16 be given a copy of this Stipulation and Order prior to delivery or exhibition of the confidential  
17 document, and shall be required to certify in writing, using Exhibit A hereto, that they will not  
18 deliver or exhibit the confidential document, or disclose the information contained therein, to  
19 other persons, except as provided in paragraph 4. Counsel shall retain the originals of these  
20 written certifications.

21         5. Regardless of which party to this action makes the designation of  
22 "CONFIDENTIAL" on employee personnel file records, the parties agree that the individual  
23 employee whose personnel file has been designated "CONFIDENTIAL" may waive such  
24 confidentiality by written notice to all parties, at which point the file or any documents therefrom  
25 need no longer be treated as "CONFIDENTIAL" pursuant to this order, and may be treated as  
26 any other document produced in the course of this litigation.

27         6. Within sixty (60) days after the conclusion of this litigation and the time available  
28 for appeals related to this litigation, counsel for Defendant and/or counsel for Intervenor shall

return to counsel for the party which produced the record, or destroy, at the option of the producing party, the originals and all copies of any personnel file records which have been produced and were marked "CONFIDENTIAL" pursuant to this order. Plaintiff EEOC, due to its obligations regarding the preservation of government records will not return any documents so marked, but will segregate them with instructions that should such files be requested pursuant to the Freedom of Information Act or other legal proceeding, Plaintiff EEOC will inform the party which originally produced the documents of the request and allow said party ten (10) business days to raise any objection to the disclosure of the documents.

Dated: April 5, 2007

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

By \_\_\_\_\_/s/\_\_\_\_\_  
Cindy O'Hara  
Attorney for Plaintiff EEOC

Dated: April 5, 2007

CHAPMAN, POPIK & WHITE LLP

By \_\_\_\_\_/s/\_\_\_\_\_  
G. David Nied  
Raquel Lacayo-Valle

Attorneys for Intervenor Abdellatif Hadji

Dated: April 5, 2007

LAW OFFICES OF RAYMOND ERLACH

By \_\_\_\_\_/s/\_\_\_\_\_  
Raymond N. Erlach

Attorneys for Defendant Albion River Inn, Inc.

**ORDER**

It is so ordered.

Dated: \_\_\_\_\_



United States District Court Judge

**ATTACHMENT A**

**AGREEMENT TO COMPLY WITH STIPULATED PROTECTIVE ORDER**

I declare under penalty of perjury under the laws of the United States of America and the State of California that I have read and agree to comply with and be bound by the terms of the Stipulation and Protective Order Regarding Personnel Files entered into in *EEOC and Abdellatif Hadji v. Albion River Inn, Inc.*, NDCA Civil Action No. C-06-5356 SI. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title